dignity as the original act. A deed of bargain and sale of waste or uncultivated land by an infant was avoided by a subsequent deed of bargain and sale of the same land to a third party after majority. *Jackson v. Carpenter,* 11 Johns., 541; *Jackson v. Burchin,* 14 Johns., 124. But if the land was in a state of cultivation and the infant was out of possession, the infant must enter in addition to executing a deed. *Roberts v. Wiggins,* 1 N. H., 73; *Harris v. Cannon,* 6 Ga., 382. The foregoing views do not generally prevail in modern law. "The disaffirming act need take no particular form or expression, but it must show an unequivocal intent to repudiate." *Singer Mfg. Co. v. Lamb,* 81 Mo., 225; *Heath v. West,* 26 N. H., 199. Contracts relating to persons or personalty may be disaffirmed by any act which shows an intention not to be bound by them. *Skinner v. Maxwell,* 66 N. C., 47. There has been no generally accepted principle laid down by the courts governing the rescission of contracts by infants. The tendency has been, and it now appears to be the prevailing rule, to look at the intent of the infant and to give effect to it. This decision is clearly sound and is in harmony with the general tendency of the courts.

MASTER AND SERVANT—VOLUNTARY ASSOCIATION—LIABILITY.—WAHLHEIMER *v.* HARDENBERGH, APP. DIV., N. Y., JAN., 1914. CLARK AND SCOTT, JJ., *dissenting.*—Several newspapers formed a voluntary news association to collect and distribute news. The association was duly organized with the customary officers and an executive committee. Defendant was employed as general manager with authority to employ help to carry out the purposes of the association under the direction of the executive committee. One of the defendant's subordinates in the course of his employment wrote and published matter libelous *per se* of the plaintiff. Defendant knew nothing of the affair till two years later, when suit was brought to recover damages for the libel. *Held,* defendant was liable on the theory of *respondeat superior.*

At common law voluntary associations were regarded as partnerships in the transaction of business. *Williams v. Bank of Michigan,* 7 Wend., 542; *Ferris v. Thaw,* 5 Mo. App., 279. No action could be maintained against an unincorporated association as such; *Karges Furniture Co. v. Local Union No.* 131 *et al.,* 165 Ind., 414; but could against the members composing the association; *Bullock v. Dunning,* 54 Ind., 115; and each member who participates in tortious acts of the association will be liable. *Comm. v. Hunt,* 4 Met. 111; *Carew v. Rutherford,* 106 Mass., 1. A master is liable for injuries to third persons caused by the act of his servant acting within the scope of his employment. *Toledo, W. & W. R. Co. v. Harmon,* 47 Ill., 298; *Gray v. Portland Bank,* 3 Mass., 363. A servant who is sued by such third party may have an action over against his master. *Gower v. Emery,* 18 Me., 79, *Lowell v. Boston & Lowell R. R.,* 23 Pickering, 24; *Willard v. Newbury,* 22 Vt. 458. The majority opinion proceeds on the theory that the defendant is the master and his subordinates his servants. The dissenting opinion takes the position that the association is the responsible head, and the subordinates as well as the defendant are

its employes. This position is without doubt sound. The error into which the majority of the court have fallen is in failing to recognize and treat the association as a partnership composed of the several newspaper corporations. If we grant the court's assumption, one that is probably incorrect in fact, that the association was merely a name with no actual persons or corporations as members, its conclusion that the defendant was the actual employer is no doubt accurate.

MASTER AND SERVANT—LIABILITY FOR NEGLIGENCE OF SERVANT'S ASSISTANT.—DILLON V. MUNDET ET AL., 145 N. Y. S., 975.—A servant being engaged in the business and on behalf of his master and acting within the scope of his employment, the master is liable for negligence of one assisting the servant therein, at the servant's request, resulting in injury to a third person.

Haluptzok v. Great Northern Ry. 55 Minn., 446, decided that where a servant procures another to assist him, the master is liable only if the servant had express or implied authority; likewise 26 *Cyc.*, 1521. Where defendant's servant, driving former's horse, gave the reins to another, defendant was held liable for a resultant injury. *Booth v. Mister,* 7 Carr. & P., 66; *Mangan v. Foley,* 33 Mo. App., 250, held there was no liability when defendant's teamster engaged a third person to drive temporarily. *Jewell v. Grand Trunk Railroad,* 55 N. H., 84; *Thorp v. Minor,* 109 N. C., 152; *Appel v. Eaton & Co.,* 97 Mo. App., 428; accord. In these cases absence of authority to employ assistants was decisive. *Simms v. Monier,* 29 Barb., 419, held the master is liable only if the servant directed the act. This was the fact in the principal case, which might better be put on the ground of the negligence of the servant himself, since, at the time of the collision, he was in the automobile, and the negligence of the driver was substantially his.

Many cases, however, lay down the rule as broadly as in *Dillon v. Mundet; Dimmitt v. Hannibal Railroad,* 40 Mo. App., 654; *Lakin v. Oregon-Pacific Railroad,* 15 Ore., 220; *Pittsburgh v. Detroit Transportation Company,* 122 Mich., 445. On the facts the decision doubtless harmonizes with the great majority of cases, for, though no authority was shown, the servant so directed the act that it was his in fact.

MUNICIPAL CORPORATIONS—TORTS—REIDER V. CITY OF MT. VERNON, 145 N. Y. S., 697.—Under an ordinance forbiding the use of fireworks in the streets or elsewhere in the city within the fire limits, except by permission of the mayor, it was *held,* that the mayor had no authority to permit the use of fireworks in the city other than in the streets or within the fire limits and when he did so, and the plaintiff was injured as a result, the defendant city is not liable.

It is now well settled that a municipality may render itself liable for a tortious act. *Buttrick v. City of Lowell,* 1 Allen, 172. But the city can act only through authorized officers and it cannot be held liable unless these